

THIS SPACE FOR BXA USE

784908

REPORT OF REQUEST FOR RESTRICTIVE TRADE PRACTICE OR BOYCOTT
MULTIPLE TRANSACTIONS (Sheet No. 1)

(For reporting requests described in 769 of the Export Administration Regulations)

NOTICE OF RIGHT TO PROTECT CERTAIN INFORMATION FROM DISCLOSURE.

The Export Administration Act permits you to protect from public disclosure information regarding the quantity, description, and value of the commodities or technical data supplied in Item 9 of this report and in any accompanying documents. **If you do not claim this protection, all of the information in your report and in accompanying documents will be made available for public inspection and copying.** You can obtain this protection by certifying, in Item 5 of the report, that disclosure of the information regarding the quantity, description and value of the commodities or technical data referred to above would place a United States company or individual involved in the report at a competitive disadvantage. If you make such a certification in Item 5, you may remove information regarding the quantity, description, and value of the commodities or technical data supplied by you from Item 9 of the public inspection copy of the report form and from the public inspection copies of the accompanying documents. The withholding of this information will be honored by the Department unless the Secretary determines that disclosure of the information would not place a United States company or individual at a competitive disadvantage or that it would be contrary to the national interest to withhold the information.

A 1
BATCH 2 3 4 5
MONTH/YEAR 6 7 8 9

This report is required by law (50 U.S.C. App. §2403-1a(b); P.L. 95-52; E.O. 12002; 15 CFR Part 769). Failure to report can result both in criminal penalties, including fines or imprisonment, and administrative sanctions.

INSTRUCTIONS: 1. This form may not include a transaction report that is filed late, nor indicate a decision on request other than those coded in Item 4 below. 2. This form may be used to report on behalf of another United States person if all transactions apply to the person identified in Item 2, but may not be considered as a dual report on behalf of both persons identified in Item 1a and Item 2. 3. Limit each report to 75 transactions or less. 4. Attach as many continuation sheets as needed. Enter sheet number and name of reporting firm on each continuation sheet (starting with Sheet No 2). 5. List each transaction across the continuation sheet, completing all items that apply. Use as many lines as necessary but separate transactions with a blank space or line. 6. Assemble original report form and accompanying documents as a unit, and submit intact and unaltered. 7. Assemble and submit the duplicate copy of report form (marked Duplicate (Public Inspection Copy)) and additional copies of accompanying documents (marked with the legend "Public Inspection Copy.") 4. If you certify, in Item 5, that the disclosure of the information specified there would cause competitive disadvantage, edit the "Public Inspection Copy" of the documents submitted to exclude the specified information and remove the right hand portion of the Duplicate (Public Inspection Copy) of the continuation sheet(s) relating to Column 9. **MULTIPLE TRANSACTIONS:** Public reporting for this collection of information is estimated to average one hour per reported request, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Office of Security and Management Support, Bureau of Export Administration, U.S. Department of Commerce, Washington, D.C. 20230; and to the Office of Management and Budget, Paperwork Reduction Project (0694-0012), Washington, D.C. 20503.

1a. Identify firm submitting this report:

Name: **National - Oilwell**
Address: **5555 San Felipe**
City, State and ZIP: **Houston, Texas, 77056**
Country (if other than USA):
Telephone: **(713) 960 5427**
Firm Identification No. (if known) **101064**

Specify firm type:

- ☒ Exporter
☐ Bank
☐ Forwarder
☐ Carrier
☐ Insurer
☐ Other

1b. Check any applicable box:

- ☐ Revision of a previous report (attach two copies of the previously submitted report)
☐ Resubmission of a deficient report returned by BTR (attach form letter that was returned with deficient report)
☐ Report on behalf of the person identified in item 2

2. If you are authorized to report and are reporting on behalf of another U.S. person, identify that person (e.g., domestic subsidiary, controlled foreign subsidiary, exporter, beneficiary):

Name:
Address:
City, State and ZIP:
Country (if other than USA):
Type of firm: (see list in item 1a)

3. REQUESTING DOCUMENT CODES (use to code Column 6 of continuation sheet)

- C Request to carrier for blacklist certificate (submit two copies of blacklist certificate or transcript of request)
U Unwritten, not otherwise provided for (make transcript of request and submit two copies)
L Letter of credit
R Requisition/purchase order/accepted contract/ shipping instruction
B Bid invitation/tender/proposal/trade opportunity
Q Questionnaire (not related to a particular dollar value transaction)
9 Other written

Submit two copies of each document or relevant page in which the request appears.

4. DECISION ON REQUEST CODES (use to code Column 7 of continuation sheet)

- R Have not taken and will not take the action requested
T Have taken or will take the action requested

5. Protection of Certain Information from Disclosure: (Check appropriate boxes and sign Below)

- ☐ I (we) certify that disclosure to the public of the information regarding quantity, description, and value of the commodities or technical data contained in:
☐ Column 9 of the attached continuation sheets (If you check this box, be sure to remove column 9 from the Duplicate (Public Inspection Copy)) of the continuation sheets.
☐ Attached documents (If you check this box, be sure to edit the "Public Inspection Copy" of the documents submitted to exclude the specified information.) would place a United States person involved at a competitive disadvantage, and I (we) request that it be kept confidential.
☒ I (we) authorize public release of all information contained in the report and in any attached documents.
I (we) certify that all statements and information contained in this report are true and correct to the best of my (our) knowledge and belief.

Sign here in ink

Type or print

Manager-QUALITY Leland L. Barrington

Date

July 30, 1997

Column (2) Also enter firm identification number assigned to exporting firm, if known. (6) Use codes found on Sheet No. 1 to specify type(s) of document conveying the request. (7) Use codes found on Sheet No. 1 to indicate whether action taken or not taken. (8) Enter reporting firm's reference number (e.g., letter of credit, customer order, invoice). This number must appear on corresponding copy of document or relevant page. Attach copies in same order as listed on continuation sheet(s).		SHEET NO. 2 REPORTING FIRM (Name) National - Oilwell		FORM BXA-6051P-a (Rev. 10-89) U.S. DEPARTMENT OF COMMERCE Bureau of Export Administration REPORT OF REQUEST FOR RESTRICTIVE TRADE PRACTICE OR BOYCOTT MULTIPLE TRANSACTIONS (Continuation Sheet)				
RSN SUBSET RTP/CLASS OTHER PARTY FIN (1)	NAME AND ADDRESS OF EXPORTING FIRM INVOLVED (unless same as item 1a or item 2 on Sheet No. 1) (2)	BOYCOTTING COUNTRY (3)	BOYCOTTED COUNTRY OR COUNTRIES (4)	DATE REQUEST RECEIVED BY FIRM (month/day/year) (5)	REQUEST- ING DOCUMENT CODE (6)	DECISION ON REQUEST CODE (7)	YOUR REFERENCE NUMBER (8)	COMMODITIES OR TECHNICAL DATA (description, quality, and value to the nearest whole dollar) (9)
THIS SPACE FOR BXA USE <i>Not Reportable</i> <i>Not Reportable</i>	(1a)	Syria	Israel	6/4/97	B	R	3436/24-1/MS	Glycol Injection Pumps (product not supplied by National-Oilwell) Workover Rigs and spare parts (No quote was issued) Power Swivel \$1,804,281 (Remove stub from public inspection copy at perforation if confidentiality is requested in Sheet No. 1)
	(1a)	Syria	Israel	4/7/97	B	R	6297/24-1/MS	
	(1a)	U.A.R.	Israel	6/18/97	B	R	97E-64032-JPH NDC/MP/97/149	



Contract # NDC/MP/97/149

P.O.# 3-97-1-04642/0/F



TO: Allison

Please distribute to
LAW Dept.
Serette -
HOWARD ST RON C

CONTRACT NO. NDC/MP/97/149

Need Comments
by Friday LATEST

BETWEEN

NATIONAL DRILLING COMPANY

Mike

(COMPANY)

AND

NATIONAL OILWELL

(SUPPLIER)

FOR

TOP DRIVE

ON

RIG AL YASAT

4) Original Packing List



5) Original Provisional Acceptance Certificate

OR Supplier's Test Certificate signed by Supplier's Engineer if COMPANY fails to notify Bank about singnatories in a timely manner

BB) Final payment of US\$. 180,428.10 (US Dollars One Hundred Eighty Thousand Four Hundred Twenty Eight and Ten Cents only) being equal to Ten (10) percent of the Letter of Credit Value payable to SUPPLIER's Account No. stated above at SUPPLIER'S bank, AND upon submission of the following documents

1) Original Commercial Invoice (+ 3 copies) (covering 10% of L/C Value).

2) Original Final Acceptance Certificate



In case the Installation and Commissioning is delayed, for no reason attributable to the Supplier, for more than 120 days from the ~~date of shipping~~ *Bill of Lading Date*, then this Final Payment (BB) shall be released.



Shipment shall be effected by either a Conference Line vessel or a vessel acceptable to Opener's insurers.

this was approved before in previous contracts

Sea carrier's certificate issued by Owners, Agents or Master of vessel to the effect that the carrying vessel is neither Israeli owned nor calling at/passing by any Israeli port during the voyage.



No payment shall be made by COMPANY until receipt of the Bank Guarantee required under Article 13 and Insurance Policies as per Article 8.

All Invoices shall be presented and shall be payable in US Dollars, unless otherwise agreed upon in writing by COMPANY.

7. TAXES AND DUTIES



7.1.

Subject to the provisions hereunder, SUPPLIER and his SUB-CONTRACTORS shall be liable for all taxes, imposts, duties, withholding taxes, fees, charges or other assessments of whatsoever nature, whether levied in the U.A.E. or elsewhere, incurred by SUPPLIER prior to delivery of supplies at the delivery point. *Port of Shipment*
All taxes in UAE are to COMPANY'S ACCOUNT.

7.2.

Subject to the provisions hereunder, taxes, imposts, duties, withholding taxes or other assessments of whatsoever nature which are after the EFFECTIVE DATE levied by the Government of Abu Dhabi or the U.A.E. upon SUPPLIER in connection with the SUPPLIES shall to the extent that they involve amounts which would not have been payable under the law prevailing immediately before such coming into force, be paid by SUPPLIER and/or his SUB-CONTRACTORS and reimbursed by COMPANY at actuals without delay and so that SUPPLIER shall not be obliged to question an official demand of the competent tax authorities.

7.3.

All payments relating to Sponsorship Agency which would enable SUPPLIER to work in Abu Dhabi U.A.E., as well as all personnel income tax or any corporate taxes or registration charges levied by the Government of Abu Dhabi or the U.A.E. at any future date, shall be to the sole account of SUPPLIER.

8. INSURANCE AND INDEMNITIES

8.1.

Insurance to be Provided by SUPPLIER for Site Services

8.1.1.

Without limitation to his obligations and responsibilities under this AGREEMENT, SUPPLIER during the whole period of the AGREEMENT from commencement until the issue of the FINAL ACCEPTANCE CERTIFICATE (after expiry of the warranty period) for the WORKS shall at his own expense maintain social insurance contributions for which he shall be liable under the laws of any nation or political

Replaced by NDC

on COMPANY by reason of any failure or alleged failure of SUPPLIER to observe the provisions of Sub-Article 26.2.

- 26.4. The construction, validity and performance of this AGREEMENT and the legal relations of the PARTIES to it shall be governed by the laws of Abu Dhabi and of the United Arab Emirates.



27. BOYCOTT OF ISRAEL

- 27.1. In connection with the performance of this AGREEMENT, SUPPLIER acknowledges that the import and customs laws and regulations of the State of the United Arab Emirates shall apply to the furnishings and shipments of any products or components thereof to the United Arab Emirates. SUPPLIER specifically acknowledges that the aforementioned import and customs laws and regulations of the United Arab Emirates prohibit, among other things, the importation into the United Arab Emirates of products or components thereof;

a) originating in Israel

b) manufactured, produced or furnished by companies organized under the laws of Israel, and

c) manufactured, produced or furnished by nationals or residents of Israel.

- 27.2. COMPANY, at its own discretion, reserves its right to make final, unilateral and specific selection of any proposed carriers, insurers, suppliers of services to be performed within the United Arab Emirates or of specific goods to be furnished in accordance with the terms and conditions of the AGREEMENT.

28. SPARE PARTS AND SPECIAL TOOLS

- 28.1. The SUPPLIES shall include all spare parts necessary for commissioning the SUPPLIES at SITE and/or for maintaining the SUPPLIES up to the date of such commissioning.

- 28.2. SUPPLIER shall use his best endeavors at all times subsequent to delivery of the SUPPLIES to supply COMPANY with all spare parts and special tools necessary for the operation and maintenance of the SUPPLIES promptly and at prices equivalent to the international market prices for similar items. SUPPLIER undertakes to obtain the same undertaking from his SUB-CONTRACTORS. SUPPLIER shall furnish to COMPANY all in accordance with Attachment No. 17 "Spare Parts Requirements", a priced list of all spare parts which COMPANY may require over and above those mentioned in Sub-Article 28.1. Such list shall include special tools and shall be in the form of a standard stock inventory manual, the model of which shall be furnished by COMPANY, such list being capable of being fed into COMPANY's computerized stores inventory system.

- 28.3. During the WARRANTY PERIOD, SUPPLIER shall procure, purchase, transport and deliver, at his own cost and expense, all materials and equipment necessary for repairing and replacing any defective material and equipment for which supplier shall be liable under the AGREEMENT. However, during such period, SUPPLIER may withdraw any necessary spare parts and special tools from COMPANY's stock (if such items are there available) but SUPPLIER shall promptly, at no charge to COMPANY, replenish COMPANY's stock if SUPPLIER is liable for such replacement. In any case, SUPPLIER shall at his own cost and expense be responsible for making available on the SITE all necessary materials, equipment, spare parts, including special tools, necessary to perform his part of the inspections and/or tests required under the AGREEMENT.

29. LIMITATION OF LIABILITY



Except in the case of his gross negligence or willful default, SUPPLIER shall not be liable to COMPANY or ENGINEER for consequential damages comprising loss of anticipated profits, loss of use of the materials or equipment supplied or any associated equipment, loss of product or loss of contracts by COMPANY caused by acts, or omissions to act by

This is new!